

98-2124227

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RECORDING REQUEST BY

WHEN RECORDED MAIL TO

NAME Tait & Associates
MAILING ADDRESS 1100 Town & Country
Suite 1200
CITY, STATE ZIP CODE Orange, CA 92686

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
11:01 AM NOV 19 1998

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RECORD CODE 20 \$ 2.00

TITLE(S)

FEE \$ 28 1

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Covenant and Agreement

R428 8/94

Project Name: Harbor Gateway Center, Boeing Realty Corporation
Address of Project Location: 19503 South Normandie Avenue, Los Angeles, CA
Tract, Parcel Map, CPC, etc.: Parcel - Document 1720 in Book 40472, Page 23
Contact Person: Bob Cunningham, Landscape Architect
Address of Contact Person: 33282 Golden Lantern Street, Suite 201
Dana Point, CA 92629
Telephone Number: (714) 661-3998

COVENANT AND AGREEMENT

The undersigned hereby certifies that the Boeing Realty Corporation ("Boeing") is the Owner of the hereinafter legally described real property (the "Property") located in the City of Los Angeles, County of Los Angeles, State of California, described as follows: See attached Legal Description, Exhibit "A."

That in consideration of the approval by the City of Los Angeles' Bureau of Street Maintenance, Street Tree Division of the request by Boeing to allow Boeing to plant and maintain trees and other landscaping within, on, through and/or over the public street easement or right of way adjacent to the Property in lieu of said Street Tree Division being responsible for such maintenance, the undersigned does hereby promise, covenant, and agree to perform the work as set forth in the attached Maintenance Agreement (Exhibit "B"), which inures to the benefit of the City of Los Angeles (the "City").

The undersigned further agrees to:

1) Provide the City with \$1,000,000 liability insurance and shall provide annual proof of same. The City must be named as an additional insured on such insurance policy. The insurance policy shall provide that the City be notified by registered mail at least 30 days before the effective date of any expiration, cancellation or reduction in coverage. Failure to maintain the herein required insurance or to faithfully perform any other requirement of this agreement shall result in an assessment of \$400 per day, until resolved to the satisfaction of the Street Tree Division. This assessment shall be against the subject property's tax bill.

2) Indemnify and hold harmless the City, its officers, agents and employees, from and against all cost, liability, loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the public or other person and from and against all damage, loss or expense of whatsoever kind and nature sustained or incurred by the City by reason of this covenant and agreement in, on, through and/or over said easement or right of way of the City.

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The undersigned hereby further agrees to assume, at its own expense, the defense of any of the aforesaid losses, damages or claims or of any action or actions based thereon.

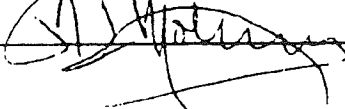
3) Waive any right to make or prosecute any claim or demand against the City, or any of its Boards, Departments, Officers, Employees, or Agents for any damage that may occur to any of the street trees and other landscaping covered by this Covenant and Agreement or property adjacent to said street trees and other landscaping, or any other loss, damage, cost or expense suffered by the undersigned, caused in any manner by the City's actions in granting the undersigned the approval contained herein.

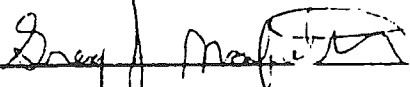
This Covenant And Agreement shall run with the land and shall be binding upon any future owners and encumbrancers of the Property, and their respective successors, heirs and assigns and shall continue in effect until the Street Tree Division of the City approves its termination.

Dated this 4th day of November, 19 98.

Name of Owner: Boeing Realty Corporation

Signature: 

Signature: 

Approved for recording by 

Los Angeles City Street Tree Division, Department of Public Works.

Date: November 6, 1998

* (A true and certified copy of the record must be provided to the Division.)

Final approval of Covenant And Agreement by _____

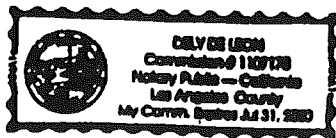
Los Angeles City Street Tree Division, Department of Public Works.

Date: _____

State of California

County of Los Angeles

On November 4, 1998 before me, Dely De Leon, Notary Public, personally appeared Thomas J. Motherway personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

Dely De Leon

Document: Covenant and Agreement - Harbor Gateway

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State of California

County of Los Angeles

On November 4, 1998 before me, Dely De Leon, Notary Public, personally appeared Stephen J. Barker personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

[Handwritten signature]

Document: Covenant and Agreement - Harbor Gateway

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EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF RANCHO SAN PEDRO, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY ADJOINING NORMANDIE AVENUE ON THE WEST, DISTANT NORTHERLY 780 FEET MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 IN BLOCK 72 OF TRACT 4983, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58 PAGES 80 ET SEQ. OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE UNITED STATES OF AMERICA, RECORDED AS DOCUMENT 1720 IN BOOK 40472 PAGE 23 OF OFFICIAL RECORDS, OF SAID LOS ANGELES COUNTY; THENCE WESTERLY ALONG THE LINE DESCRIBED IN PARCEL "A" OF SAID DEED RECORDED IN BOOK 40472 PAGE 23, OFFICIAL RECORDS PARALLEL WITH THE NORTH LINE OF SAID LOT 9 AND ITS PROLONGATIONS 1050 FEET; THENCE SOUTH 0° 02' 40" EAST ALONG THE LINE DESCRIBED IN SAID PARCEL "A" 780 FEET; THENCE NORTH 89° 59' 31" WEST ALONG THE LINE DESCRIBED IN SAID PARCEL "A" 1887.60 FEET TO THE EASTERLY LINE OF WESTERN AVENUE, 80 FEET WIDE, AS SHOWN ON RIGHT-OF-WAY FILED IN BOOK 52 PAGE 47 RECORDS OF SURVEY OF SAID LOS ANGELES COUNTY; THENCE NORTH 0° 22' 04" WEST 1230.35 FEET ALONG SAID EASTERLY LINE OF WESTERN AVENUE TO THE SOUTHWESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN PARCEL NO. 1 OF THE QUITCLAIM DEED OF HARVEY ALDINGHAM, INC., IN BOOK D-586 PAGE 796, OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY, HAVING A BEARING OF SOUTH 89° 37' 56" WEST, AND A DISTANCE OF 10.00 FEET; THENCE NORTH 89° 37' 56" EAST, 10.00 FEET; THENCE CONTINUING ALONG THE LINE DESCRIBED IN PARCEL NO. 1 OF SAID DEED RECORDED IN BOOK D-586 PAGE 796 OF SAID OFFICIAL RECORDS SOUTH 0° 22' 04" EAST 173.51 FEET; THENCE NORTH 89° 37' 56" EAST, 6.85 FEET; THENCE SOUTH 0° 22' 04" EAST 84.12 FEET; THENCE SOUTH 45° 11' 14" EAST 158.41 FEET; THENCE NORTH 89° 59' 41" EAST 960.03 FEET TO THE SOUTHWEST CORNER OF PARCEL 2 OF SAID QUITCLAIM DEED IN BOOK D-586 PAGE 796; THENCE NORTH 89° 59' 11" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, 33.60 FEET; THENCE ALONG THE EASTERLY LINE OF SAID

PARCEL NO. 2 NORTH 0° 02' 12" WEST 2731.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 483.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 13' 34" A DISTANCE OF 276.14 FEET TO A POINT. A RADIAL THROUGH SAID POINT BEARS NORTH 50° 56' 38" WEST, THENCE LEAVING SAID CURVE NORTH 0° 02' 44" WEST 161.13 FEET TO A POINT IN THE SOUTHERLY LINE OF 190TH STREET 66 FEET WIDE, AS SHOWN IN BOOK 52 PAGE 47 RECORD OF SURVEY OF SAID LOS ANGELES COUNTY, SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL NO. 2 OF SAID QUITCLAIM DEED RECORDED IN BOOK D-586 PAGE 796; THENCE ALONG THE SOUTHERLY LINE OF 190TH STREET NORTH 89° 56' 46" EAST 1729.56 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID FIRST-MENTIONED 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY; THENCE ALONG SAID WESTERLY LINE OF SAID 50-FOOT RIGHT-OF-WAY SOUTH 0° 02' 40" EAST 3232.35 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "B"

MAINTENANCE AGREEMENT

The Boeing Realty Corporation and its successors and assigns shall be responsible for planting the trees and other landscaping within, on, through and/or over the public street easement or right of way adjacent to the real property described in Exhibit "A" to this Covenant And Agreement and for maintaining such trees and other landscaping in accordance with the following terms and conditions:

TREES:

- The trees must be trimmed one time per year, sprayed, removed and replaced as needed to meet the satisfaction of the Street Tree Division of the City of Los Angeles, the Bureau of Street Maintenance and Board of Public Works.
- All trees must be watered once every twenty (20) days with a minimum of twenty (20) gallons of water per tree in the summer and otherwise in sufficient quantity to maintain proper root moisture.
- All trees must be staked and tied properly at all times.
- All trees should be checked regularly to prevent girdling of the tree trunk.
- All tree well covers/sidewalk must be maintained to coincide with the sidewalk grade with no vertical lips.
- All tree wells must be kept free of weeds and debris.
- The trees must be trimmed within 30 calendar days to reduce the trees' crown 1/3 of its height and size in an effort to increase the trunk and root system stability, and to ensure public safety at all times and as required by the Street Tree Division.
- If any emergency of any kind should occur, such as the tree uprooting or a limb falling onto private property or into the street area it shall be the responsibility of the property owner to eliminate all debris at no cost to the City of Los Angeles. This shall also include all damages or cost of injury if any should occur.

MEDIANS AND PLANTERS:

- All cost of said planting and removal, maintenance and repair of such landscaping and irrigation system located in the median area will be at the property owner's or agent's expense.

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- All weeds and debris will be removed and hauled away as required by the Street Tree Division.
- All sprinklers and the irrigation lines will be maintained as required by the Street Tree Division.
- All dead plants will be removed and replaced as required by the Street Tree Division.
- All vegetation will be trimmed to clear the street and sidewalk at all times as required by the Street Tree Division.
- All vegetation will be trimmed and maintained to a height less than 36" above the street level at all times and as required by the Street Tree Division.
- All vegetation must be watered and fertilized to assure survival of all vegetation.
- All shrubs must be maintained as an individual shrub and be allowed to grow as a solid mat of vegetation.
- Control pests and disease continuously to provide a healthy environment for plants and public.